

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

**For:
PRINTING OF THE
RSA ADVISOR NEWSLETTER**

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: 09-005

Mandatory Pre-bid Conference:

DATE: N/A TIME:

Bids Must be Received Before:

DATE: December 10, 2008 TIME: 5:00 PM

Bids Will be Publicly Opened

DATE: December 11, 2008 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

- 1) DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
- 2) TERMS: _____ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).
- 3) PRICES VALID FOR ACCEPTANCE WITHIN _____ DAYS.
- 4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: _____ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)
- 5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : _____
- 6) E-MAIL ADDRESS: _____ INTERNET WEBSITE: _____

RETURN INVITATION TO BID:

REGULAR MAIL

RETIREMENT SYSTEMS OF ALABAMA
P.O. BOX 302150
MONTGOMERY, ALABAMA 36130-2150

COURIER

RETIREMENT SYSTEMS OF ALABAMA
201 SO. UNION STREET, SUITE 575
MONTGOMERY, ALABAMA 36104-0001

SIGNATURE AND NOTARIZATION REQUIRED

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed
before me this**

____ DAY OF _____, 20__

____ NOTARY PUBLIC

____ TERM EXPIRATION

____ COMPANY NAME

____ MAILING ADDRESS

____ CITY, STATE, ZIP

____ PHONE INCLUDING AREA CODE

____ AUTHORIZED SIGNATURE (INK)

____ TYPE / PRINT AUTHORIZED NAME

____ TITLE

____ FAX NUMBER

BID RESPONSE INSTRUCTIONS

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized.** Signatures must be original, hand-written.
- Bid pricing must be submitted on the attached **Price Sheet** without modification and must include all requested information.
- Any errors or corrections to a bid response must be initialed.
- **Delivery date may be considered a factor in determining an award.**
- Any questions or clarifications concerning this bid should be directed to Edward Davis at (334) 517-7130. Bidders should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax.

**INVITATION TO BID
09-005
PRINTING OF THE
RSA ADVISOR NEWSLETTER**

PURPOSE

The purpose of this Invitation to Bid is to establish an annual agreement for the monthly printing of a two-color newsletter. Eight issues are four pages in length and four issues are eight pages in length.

BID OPENING

Bids must be received no later than 5:00 PM **December 10, 2008**. Bids will be publicly opened **December 11, 2008 at 10:00 A.M.** in Suite 521 of the RSA Headquarters Building located at 201 South Union Street, Montgomery, Alabama 36104.

AWARD

An award will be made to the lowest responsible bidder meeting all specifications, terms and conditions. In determining the lowest responsible bidder, consideration will be given to bidder's experience and reputation for quality and on-time delivery of print orders. RSA reserves the right to reject any or all bids.

The awarded bidder will be required to complete a Vendor Disclosure Statement as required by Act 2001-955 (**copy attached**).

The awarded bidder will be required to complete an Immigration Status Statement (**copy attached**).

BID PRICING

Total bid price shall be deemed to include all costs associated with providing the specified services.

AGREEMENT PERIOD

The award of this bid shall establish a twelve-month agreement with an option to extend up to four additional twelve-month periods under the same pricing, terms and conditions. Successive agreements, if agreed upon by both parties, would begin the day after the current agreement period expires and must have written approval of both the Retirement Systems of Alabama and the contractor.

The initial agreement period shall run from January 1, 2009, through December 31, 2009, and will include the February 2009 through January 2010 issues.

- **NOTE: Awarded vendor must begin preliminary work on the February 2009 Advisor issue in January 2009 in order to meet delivery schedule.**

SPECIFICATIONS

- Printing shall be in two ink colors, both sides, to be decided by agency with each issue.
- Paper shall be 70 lb. white offset.
- Price shall include all costs of typesetting, artwork, minor changes, corrections as deemed necessary by the editors, transportation, overhead, profit and delivery costs.
- Because of the timely nature of the Advisor's content, strict adherence must be given to our established delivery schedule of six (6) calendar days after receipt of manuscript. Printer must have the capability of making deletions and insertions up to one hour before printing time.
- To insure delivery schedule, the printer must have typesetting equipment and art staff. The printer's artist will be required monthly to provide appropriate art pertinent to the newsletter contents as indicated by the editor.
- To facilitate consultation and to assure maximum marketable quality, a representative of the printer's office (one fully appraised of printing and artwork) must pick up copy at the editor's office and must personally deliver and pick up all proofs. Proofs must be carefully proof read before delivery to the editors. Proofs must be high quality color laser, trimmed and folded to 8 ½" x 11".
- After proofs are corrected, any additional errors made by the printer when correcting errors will necessitate a reprinting at the printer's expense.
- After final approval, printer must email a low resolution .pdf file to RSA for use on the RSA website.
- **Bidders must provide references documenting their ability to provide timely printing on an ongoing basis over a twelve-month period.**

MONTHLY QUANTITIES

For the January, February, April, May, July, August, October and November Advisor:

- One thousand (1,000) folded to 8 ½" x 11" shall be delivered to the Retirement Systems of Alabama at 201 South Union Street, Montgomery, Alabama 36104.
- Three hundred and twenty-seven thousand (327,000*) folded to 8 ½" x 3 2/3" shall be delivered to a mailing service designated by the Retirement Systems of Alabama.
- Total monthly quantity: Three hundred and twenty-eight thousand (328,000*)

QUARTERLY QUANTITIES

For the March, June, September and December Advisor:

- One hundred and fifty-nine thousand (159,000*) folded to 8 ½" x 11" shall be delivered to a mailing service designated by the Retirement Systems of Alabama.

For the March, June, September and December Advisor plus PEEHIP newsletter:

- One thousand (1,000) folded to 8 ½" x 11" shall be delivered to the Retirement Systems of Alabama at 201 South Union Street, Montgomery, Alabama 36104.
- One hundred sixty-eight thousand (168,000*) Advisors plus the PEEHIP newsletter folded to 8 ½" x 5 ½" and delivered to a mailing service designated by the Retirement Systems of Alabama.

*Quantities may increase over time. Printer will be advised of order count each month.

SUBLETTING

No subletting of all or any portion of this job shall be permitted. All of the above listed specifications must be produced within the plant of the awarded bidder.

PRINTING OF OVERRUNS

The Retirement Systems of Alabama will only pay for printing the exact quantity of the items ordered. The Retirement Systems of Alabama will not pay for overruns, nor will it pay for more than the quantity actually delivered should the amount delivered be less than the amount originally ordered. The printer may deliver any overrun and the Retirement Systems may accept the overrun. However, the overruns will be at “no charge” and the Retirement Systems will only pay for the amount originally ordered.

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of the specifications, terms and conditions of this Invitation to Bid. Matters governing the terms and conditions of employment of the employees of the awarded bidder are entirely within the cognizance of the awarded bidder.

It is understood that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901 as amended by Amendment Number 26. It is further understood that if any provision of the Invitation to Bid specifications, terms and conditions shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of the contractual obligations set forth hereunder, be enacted, then that conflicting provision in the specifications, terms and conditions shall be deemed null and void. If any provision of these specifications, terms and conditions is rendered null and void, the remaining provisions shall remain in full force, and shall not be affected. The awarded bidder’s sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General’s Office of Administrative hearings or where appropriate, private mediators.

CONTRACTOR STATUS

The successful bidder receiving an award through this Invitation to Bid (awarded bidder) acknowledges their status as an independent contractor, and in no event shall any employee hired by, or acting as an agent for the awarded bidder, be considered an employee of the Retirement Systems of Alabama or the State of Alabama or be entitled to any benefits under the State Merit System, while performing services under the specifications, terms and conditions of this Invitation to Bid. Nothing in this Invitation to Bid, or any

conduct of any parties pursuant hereto, shall create or shall be deemed or intended to create a partnership, co-venture, joint venture or joint undertaking of the parties.

DISCLOSURE OF INFORMATION

Awarded bidder agrees that it will not during or after the term of the agreement disclose any proprietary information of confidential business information of Retirement Systems of Alabama and/or the State of Alabama, including but not limited to, its costs, charges, operating procedures, methods of doing business, or correspondence to any person, firm, corporation, association or other entity, or to the general public for any reason or purpose whatsoever, without the prior written consent of Retirement Systems of Alabama.

ITB 09-005

Printing of RSA Advisor Newsletter

PRICING SHEET

Printing Services as specified for 4-page newsletter: \$_____ per M (M=1,000)

Printing Services as specified for 8-page newsletter: \$_____ per M (M=1,000)

Company

Signature

Retirement Systems of Alabama

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Printed Name

Witness

State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

135 S. Union Street, Montgomery, AL 36104

334-241-0661

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department

Type of Goods/Services

Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department

Date Grant Awarded

Amount of Grant

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee

Address

State Department/Agency

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.